

## The Sun

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## The Conventions of The Hague—Has the President Already Protested?

Our neighbors the World and Evening Post have become responsible for the positive statement from Washington that our Government has already interposed its protest "against attacks on cities occupied by non-combatants by means of bombs dropped from aircraft." The protest was made early in October last. It was made, without official correspondence, at secret conferences with the diplomatic representatives of the belligerent Powers. It was made by President Wilson personally; his remonstrance against aerial bombardment was based upon our participation in the conventions adopted at The Hague, but he, the President, was careful not to specify particular instances of offense or to name the alleged offenders against the prohibitions contained in the conventions. Such, at least, is the story as told by the World and repeated with slight variations last night by the Evening Post. In describing Mr. Wilson's interviews with the representatives of the belligerent nations the World's Washington correspondent says:

"The President laid before each of them the article in the Hague convention which provides for notice of twenty-four hours of purpose to attack a zone inhabited by non-combatants, to enable such persons within that time to remove themselves from the danger zone."

If this is true it is perhaps the most important news concerning America's relation to the war in Europe that has appeared since the beginning of August. Its surpassing importance is due to the fact that if true it would indicate the Administration's acquiescence in the urgent demand of thousands of well meaning persons throughout the country that this Government, as one of the signers of the conventions of The Hague, shall "do its duty" with regard to infractions of the rules of warfare supposed to be contained in these conventions. The practice of aerial bombardment is so outrageous in the view of common humanity, the prohibition in the rules supposed to have been adopted at The Hague is so clear and explicit, and the compact by which the nations in conference at The Hague agreed to obey these rules is apparently so solemn and binding, that we do not wonder at the attitude of many of our fellow citizens. The excellent Canon of St. John the Divine, who is likewise a member of the World's Alliance for the Promotion of International Friendship, gave an illustration the other day of the force of this sentiment when he declared that "it is our duty, when the terms of the Hague convention are disregarded, to remonstrate and hold up to censure the offending party or parties. Any other course will brand us as cowards."

Yet we cannot believe that the statement telegraphed yesterday from Washington to the World is true. We cannot believe that the President has already remonstrated against the practice of dropping bombs from aircraft on non-combatants, basing his protest on the contract engagements of the belligerents in the conventions of The Hague. We cannot believe that the President would take a step so momentous merely on the strength of a popular misconception as to the contents of these conventions, and without fully informing himself as to what the conventions really require and what they do or do not prohibit. Lastly, we do not believe that Mr. Wilson could consult the Department of State—even the Department of State in the time of Secretary Bryan—without ascertaining the central fact which the Sun for several days now has been endeavoring to impress upon the minds of clamorers for an official protest; namely, that in the present circumstances of the war there is absolutely no basis in the conventions of The Hague for intervention on our part as one of the signatories.

For any demand from Washington that Germany or France or Austria or

Russia or England shall live up to the terms of a supposed agreement of 1907 with us and the rest of the Powers to abstain from dropping bombs on non-combatants, or to give proper warning of the purpose to bombard, must rest upon either Convention XIV, or Convention IV, of the series. Convention XIV is mentioned first because it is specific. It is a "declaration prohibiting the discharge of projectiles and explosives from balloons." It declares:

"The Contracting Powers agree to prohibit, for a period extending to the close of the Third Peace Conference, the discharge of projectiles and explosives from balloons or by other new methods of a similar nature."

This, of course, would cover such bombardments as the alleged attacks on German towns by the flying artillery of the Allies, or the dropping of bombs on Paris and other towns, French and Belgian, by the German Zeppelins or Taubes. The United States both signed and ratified this agreement. Great Britain signed and ratified it. France, Germany and Russia neither signed nor ratified it; and the declaration itself limits its binding force in the following manner:

"The present Declaration is only binding on the Contracting Powers in case of war between two or more of them."

"It shall cease to be binding from the time when, in a war between the Contracting Powers, one of the belligerents is joined by a non-contracting Power."

The declaration, therefore, could possibly apply only to a war between the United States and England among the great Powers; and even in such a case it would cease to be binding even on ourselves if France or Japan joined Great Britain as an ally. To the present contest in Europe the declaration does not in any manner apply.

The other possible ground for protest must be found in the general regulations annexed to Convention IV, limiting the methods of warfare on land. We find among these rules:

"ARTICLE XXV.  
"The attack or bombardment, by whatever means, of towns, villages, dwellings or buildings which are undefended is prohibited."

"ARTICLE XXVI.  
"The officer in command of an attacking force must, before commencing a bombardment, except in cases of assault, do all in his power to warn the authorities."

"ARTICLE XXVII.  
"In sieges and bombardments all unnecessary steps must be taken to spare, as far as possible, buildings dedicated to religion, art, science or charitable purposes, historic monuments, hospitals and places where the sick and wounded are collected, provided they are not being used at the time for military purposes."

Manifestly these provisions as to all sorts of bombardment would apply to the dropping of explosives from aircraft; and if of binding force on the present belligerents would afford a just cause of protest on our part on proof of violation. But the same Convention IV, limits its own operation as follows in Article II:

"The provisions contained in the (annexed) regulations, as well as in the present Convention, do not apply except between Contracting Powers, and then only if all the belligerents are parties to the Convention."

All the belligerents are not parties to Convention IV. Germany is a party, Austria is, Great Britain is, Russia is, but France never ratified it. Therefore it became inoperative all around when France entered the war. The United States is also a party, but it cannot protest against acts and methods exempted from the prohibition by the terms of the convention itself.

These are the reasons for our disbelief in the World's report that President Wilson has already based a protest against aerial bomb throwing upon the provisions of the conventions of The Hague. We cannot believe, moreover, that he will ever base such a protest on the fact of the participation of the United States in the conferences and agreements aforesaid.

## Shielding Criminals Through Fear.

The murder of Ruff, the poultry dealer, which at first threatened to present great difficulties to the police through the fears of all who might throw light upon it, has taken a more promising turn. The dead man's son and others have furnished a theory of the case which, however startling, seems to fit the facts. Various hints which, if evidence, are at least guides to investigation have come in from various directions, and it now looks as if the crime might be properly punished.

In all such cases the most serious obstruction to the police is the foolish terror which prevents the friends of the victims—in non-fatal cases, the victims themselves—from telling everything they know. This is true of the blackmail bomb cases, the child stealing cases, murders for vengeance, horse poisoning and many arson cases in which the Detective Bureau never gets even a fair start, although the identity of the criminals is known as a moral certainty to scores of people.

Nothing can be more foolish or wicked than this form of pandering to crime. Good citizenship requires that all possible aid be given to the authorities even at personal risk. But as a matter of fact the more complete the help given the police the less is the danger. Blackmail and assassination thrive on terror and secrecy, and the moment their agents are defied and exposed their power ends. If all the people in New York to-day who are living in dread of what are popularly called "Black Hand" outrages would frankly tell at Headquarters all they know or can surmise there would be an instant

aneous roundup of the miscreants who conduct the campaign, and dynamiting would be at low ebb in its accustomed quarters at least for some years.

The friends of Ruff are of a different class from the usual victims of such crimes. They are business men, many of them of some substance, and they have a good understanding of American life. They should see the supreme importance of putting themselves fully in line with the State and its officials for the finding and prosecution of the murderers. All the more is this obligatory because some of them have received threats of a similar death. The protection of the assassins in the present case is the surest way to bring about the realization of the threats. Impunity is encouragement. Presently pot shots at unpopular traders will be a feature of market life.

The sure way to prevent this is for all interested to combine against the criminals. If the latter are speedily strangled toward the death chair there will be no more murders in this particular circle of the community.

## Ambassador Herrick's Return.

Mr. HERRICK returns to this country from France at the moment when his fitness for the post of Ambassador is most generally recognized, and at a time when the exigencies of our own foreign relations and the obligations we have assumed toward other Powers most urgently counsel the retention of informed and capable representatives in the diplomatic service.

Working against difficulties which none but a man who has overcome them can understand, Mr. HERRICK has achieved since the war began an extraordinary triumph. He has won from those with whom he came in contact praise in a degree not less gratifying to us at home than it must have been to him abroad. And yet, in the midst of his useful and successful service he must quit the work he has done so well and relinquish to another, certainly not better equipped, the task he of all men is best qualified to perform.

Mr. HERRICK has proved himself highly efficient, and in the face of that demonstration under circumstances that greatly aggravated the burdens and perplexities of the office, he is turned out, he has been recalled, and is superseded by an unknown quantity whose disposition is probably good but whose education must begin where Mr. HERRICK's did in 1912, and who assumes in an emergency the direction of complicated affairs and the maintenance of delicate relations of which his knowledge must of necessity be comparatively slight.

The Washington Post recently reported, we do not know on whose authority, that the State Department consented to this most unfortunate change at Paris only in compliance with a request from Ambassador Herrick to be relieved. We believe ourselves warranted in stating most emphatically that this is not the case. Mr. HERRICK has never asked to be relieved, feeling that a public servant has no right to abandon a post of danger or usefulness at a time like this.

We can well understand how such a man as the Ambassador has shown himself to be might regard the statement of the Washington newspaper as an insult to his patriotism.

## American Debtors and British Creditors.

British war finance has been characterized by many audacious experiments of problematic outcome, but highly successful so far. What will chiefly interest Americans in Lloyd George's exposition of it in the House of Commons yesterday is his references to the United States.

Unless cable reports of his speech are inadequate, the Chancellor of the Exchequer's explanation of British fiscal policy was somewhat in his line. As a parade of British resources and an excuse for the financial conduct of the war his version of American indebtedness to Great Britain may serve for home consumption. It will not be received here as a statement of fact and does not deserve to be, with sterling exchange in New York practically at the normal.

London is the world's central money market. When the war broke out it was paralyzed because all financial communications were broken down and huge sums of money owing to London could not be collected. So far as the United States was concerned conditions changed quickly, but never at any time did we owe to Great Britain anything like the \$5,000,000,000 at which Lloyd George is said to have placed the amount of our indebtedness.

That mammoth figure could only be intended to cover British investments in American securities. Whether or not it overstates these investment holdings it represents no debt in any sense of the word which would entitle a creditor to press for payment. Except in the case of bonds and notes maturing at an early date the vast mass of American securities owned in Great Britain is not and never was a demand obligation convertible into cash at the option of the owner.

British investments in American securities were accumulated through a long series of years, and their purchase was financed with credit instruments through the foreign exchange market and not by the shipment of gold. Only in the course of time and through the operations of foreign exchange could the return of all or any large part of these securities to the United States be paid for. This is a fundamental fact recognized in all intelligent considerations dealing with the international financial difficulties which the war has created for this and other nations.

Perhaps Lloyd George meant to say or did say that the United States owed Great Britain about \$500,000,000 at the outbreak of the war. This is much nearer the truth and denotes the debit balance on current account which gave American and British finance a good many anxious moments in August and September, but ceased to

be a matter of concern long before the end of October.

So swiftly did American debtors proceed to maintain their credit in London by paying their obligations at any cost, and so ample was the assured provision of gold for the settlement of our actual debit balance abroad, that two months after the war had broken out London bankers were crying quits on the payment of American debts and assuring correspondents here that they would rather have their names on bills of exchange than their funds. They were assisted to this conclusion by the signs of the great export trade which this country was rapidly developing as the principal source of supply for all countries during the war, and by the indications that no long time would elapse before the American debit balance would be wiped out and a credit balance substituted which would give us command of the foreign exchanges against Great Britain.

Addition of these few paragraphs of interpretation to Lloyd George's statement of British war finance, so far as it concerns the United States, seems necessary.

The trouble is JOHN BARLEWORTH won't stay dead. He is the life of the spirit.

Time out of mind the night watchman has been an ornament of the home as well as a benefactor to the professional humorist. In the true modern spirit she has at last broken out from her old restrictions and stands ready to watch anything rather than the hour of her husband's return from the club. She seems to be a highly efficient person. She differs from a majority of her masculine rivals in that she can sprint after marauders and catch them. When her merits become better recognized and she takes possession of the entire night in our city streets, not all of it that the police do not require for their livelihood, it will be a bad time for the crooks. Her X-ray vision will detect burglars' tools in their pockets, booty in their bundles and evil in their hearts. Her tailor made rig will give her the advantage in the chase and her winning ways will overcome all resistance. Welcome the night watchwoman!

ROBERT LOURRAINE is one of the English actors who have honored their profession by proving that they can play heroic parts in real life as well as on the stage. His return to London wounded after service at the front in the aviation corps should prove an inspiration to a few superfluous hauntings of the New York "Rialto."

General FUNKHOFF, commander of the Vera Cruz expeditionary force, to-day requested Secretary of War GARRISON for a month's leave of absence effective December 1, 1914.

General FUNKHOFF will doubtless elect to spend his vacation in some part of the country where he can renew his acquaintance with Jack Frost and experience a mature snowstorm.

Washington reports that a new President, unnamed, is about to occupy the palace at Port au Prince. We assume that the new President is General MAISON THOMAS, who at last accounts was insuring toward the capital, but in the quick mutations of public life in Hayti THOMAS may be already down and out.

The right end of the Mount Union (Ohio) College football team, who has kicked thirty-seven goals in games during the season, is being educated in the wrong part of the country by the opinion of football coaches in the East.

The presumption is that the sailors of Annapolis and the soldiers of West Point will fight all the harder in their annual game to-day because they have been fighting all the season about the place of the football battle. It is quite likely that the "game" should have fallen upon the City of Brotherly Love.

## "ALLY."

Should the Accent Be on the First or the Final Syllable?

TO THE EDITOR OF THE SUN.—Sir, In 1791 John Walker, the lexicographer, drew attention to the mispronunciation of the word "ally." In his correspondence, "L. M. N." directs attention. In Walker's day there was a tendency among persons of quality and affluence to place the accent of "ally" upon the first syllable. At the time he said:

"A few years ago there was an affection of pronouncing this word, when a noun, with the accent on the first syllable, and this had an appearance of precision from the general use of it, and it was in the manner, when the same word, as a verb, had the accent on the last, but a closer inspection into the analogies of the language showed this pronunciation to be improper."

In a conversation with V. M. N. I was to pronounce the "ally" in a final unaccented syllable. But, whatever was the reason of this novelty, it now seems to have become a habit, and is generally pronounced with the accent on the second syllable, as it is uniformly marked by all the orthoepists in our language.

That one may find people who ought to be better educated in the use of the word, putting the accent on the first syllable, should not be permitted to disturb "L. M. N." equality for our modern dictionaries make no distinction between nouns and verbs in the use of the word, and Webster gave but one pronunciation—"ally"—as in "ally."

The Century is the only dictionary that gives "ally" as a verb, and a secondary pronunciation. Such a pronunciation is on a par with the "grapher" or "telegrapher," and is opposed to the genius of the language.

There is yet another pronunciation which is not only wrong but is calculated to "jar" one, ally. DR. STENTAK.

NEW YORK, November 25.

## The Unprepared Country.

TO THE EDITOR OF THE SUN.—Sir: As to the letter of "L. M. N." on the forced purchase of the United States, it is true, sad to relate.

We send 6,000 men to Vera Cruz to secure a reprisal of an insult to our flag, anyway to secure a salute. Last Monday morning we were with our arms and had not accomplished this. However, they cleaned the streets nicely. If we had an army and navy equal in equipment and efficiency, if not in size, of that of the Germans, would Mexico dare to "put up" as she has been and still is doing? It is only because all of the European nations have been preparing, watching and waiting for each other's threats that they have not made their threat at that absurd bit of paper the Monroe Doctrine and been on South America like a pack of wolves! What a pitiful, ridiculous spectacle we would have been.

NEW YORK, November 27.

## Little He Asks.

TO THE EDITOR OF THE SUN.—Sir: How much income does a man need to enable him to live comfortably? I am asking about this the other day. I said I would not ask for more than \$10,000 a year; in fact, if I had an assured income of \$4,000, I thought I could be very comfortable on that. COLONEL JONES.

NEW YORK, November 27.

## THE UNITED STATES AND THE HAGUE CONVENTIONS.

## Is It Our Duty to Intervene by Act or Protest?

TO THE EDITOR OF THE SUN.—Sir: Referring to the editorial article in The Sun of November 24, "Has the United States Guaranteed the Neutrality of Belgium?"

If the United States Government by solemn contract with the other Powers had made itself responsible for the maintenance of Belgium's neutrality it would be our duty to stand by it in the physical business of driving the invader from Belgian soil, of punishing him for his unlawful aggression, of collecting from him by force of arms the penalty of his offence and the solatium justly due to the innocent people he has injured. In other words, if Judge Holt were right, it would become our duty to make war on Germany for precisely the same reason which Great Britain has declared as her cause of war.

It will be the source of great satisfaction to a large majority of the citizens of the United States to know that a paper having the standing of The Sun should finally admit the responsibility incurred by the United States in its signing of the Hague treaties. That you admit this responsibility is shown by the above quotation from your editorial article. The fact that you undertake to set aside our obligations in this treaty further on in the article by making an erroneous statement cannot alter the more important one quoted above. You say:

"Every one of the successive conventions was signed by the American delegates and ratified by the Senate of the United States under reservation of the declaration officially presented to the conference on April 18, 1864, and reiterated in almost identical words in the plenary session of the conference of October 16, 1907, as follows:

"Nothing contained in this convention shall be construed as to require the United States of America to depart from its traditional policy of not intruding upon, interfering with or entangling itself in the internal questions of policy or internal administration of any foreign State; nor shall anything contained in the said convention be construed to imply a relinquishment by the United States of its traditional attitude toward purely American questions."

The reservation above referred to was only added to the ratification of the first convention, which was designated "Convention for the Pacific Settlement of International Disputes."

For the edification of yourself and your readers I append herewith the exact wording of each ratification of the thirteen conventions and one declaration and the Final Act of the Hague convention of 1907.

Quoting from the Final Act we find the following:

"These conventions and declarations shall form a single and separate act."

Resolution of Ratification by the Senate of the Convention for the Settlement of International Disputes, signed at The Hague, 1907.

Resolved (two-thirds of the Senators present concurring therein), That the Senate advise and consent to the ratification of a convention signed by the delegates of the United States to the Second International Peace Conference, held at The Hague from June 16th to October 18th, 1907, nineteen hundred and seven, for the Pacific Settlement of International Disputes, and the declaration made by the delegates of the United States before signing said convention, namely:

"Nothing contained in this convention shall be construed as to require the United States of America to depart from its traditional policy of not intruding upon, interfering with or entangling itself in the internal questions of policy or internal administration of any foreign State; nor shall anything contained in the said convention be construed to imply a relinquishment by the United States of its traditional attitude toward purely American questions."

Resolved further, as a part of this act of ratification, That the United States approve this convention with the understanding that the United States reserve the right to the permanent court for the settlement of differences that may be brought before it by agreement through general or special treaties of arbitration heretofore or hereafter concluded between the parties in dispute; and the United States now exercise the option contained in article fifty-three of said convention to exclude the force of the decision of the permanent court, and hereby excludes from the competence of the permanent court the power to frame the "compromises" required by general or special treaties of arbitration heretofore or hereafter concluded between the parties in dispute, and to be hereafter to be concluded by the United States, and further expressly declares that the "compromises" required by any treaty of arbitration which shall be hereafter to be concluded by the United States shall be subject to the 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